

AMENDMENT TO POWER PURCHASE AGREEMENT

THIS AMENDMENT TO POWER PURCHASE AGREEMENT (this "Amendment") is entered into on this 25th day of May, 2016, by and between DARLINGTON SOLAR, LLC, a South Carolina limited liability company ("Seller"), and DUKE ENERGY PROGRESS, LLC (formerly known as Duke Energy Progress, Inc.), a North Carolina limited liability company ("Buyer").

Buyer and Seller are herein referred to collectively as the "Parties" and individually as a "Party." Notwithstanding anything set forth herein, neither this Amendment nor any modification contemplated hereunder will be effective unless and until both Parties have executed and delivered this Amendment, and such date shall be the "Effective Date" of this Amendment.

Whereas, Buyer and Seller are parties to that certain Power Purchase Agreement, effective as of March 23, 2015, (the "Agreement"); and

Whereas, the Parties now desire to amend the Agreement to [REDACTED] and to make the other changes pursuant to the terms set forth below.

Now Therefore, in consideration of the promises, mutual covenants and conditions set forth herein in this Amendment, the Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged, and intending to be bound hereby, the Parties agree as follows:

1. [REDACTED] Exhibit 3 attached to the Agreement is hereby deleted and replaced in its entirety with the revised Exhibit 3 attached to this Amendment.
2. Facility Information. The Nameplate Capacity Rating for the Facility set forth in Section 4 of Exhibit 4 is hereby deleted in its entirety and replaced with the following:

"Nameplate Capacity Rating: 10 MW AC"
3. No Further Amendment. Except as herein amended, all terms and conditions of the Agreement are hereby reaffirmed and shall remain in full force and effect as previously written and shall be construed as one document with this Amendment.
4. Regulatory Approvals. Seller represents and warrants to Duke that, as of the date of this Amendment, Seller has obtained such approvals as may be required by all applicable regulatory bodies in connection with, or related, the matters addressed in this Amendment.
5. Representations and Warranties. Each Party represents and warrants to the other that: (i) each has the capacity, authority and power to execute, deliver, and perform under this Amendment; (ii) this Amendment constitutes legal, valid and binding obligations enforceable against it; (iii) each person who executes this Amendment on behalf of each Party warrants to having full and

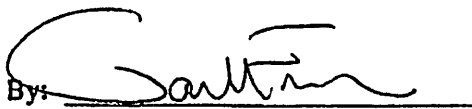
complete authority to do so; (iv) each Party is acting on its own behalf, has made its own independent decision to enter into this Amendment, has performed its own independent due diligence, is not relying upon the recommendations of any other party, and is capable of understanding, understands, and accepts the provisions of this Amendment; (v) each Party has completely read, fully understands, and voluntarily accepts every provision hereof; (vi) each Party agrees that neither Party shall have any provision hereof construed against such Party by reason of such Party drafting any provision of this document; and, (vii) nothing in this Amendment intended to modify or otherwise clarify the intent of any provision of the Agreement, except to the extent expressly modified hereby.

6. **Defined Terms.** All capitalized terms not defined herein shall have the same meaning ascribed to such term in the Agreement.
7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to choice of law doctrines.
8. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same agreement.

IN WITNESS THEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives effective as of the Effective Date.

Duke Energy Progress, LLC

Darlington Solar, LLC

By: 

By: 

Name: Gary Freeman

Name: Matthew McGovern

Title: GM DER Compliance, Origination,
and Operations

Title: President

Date: 5/25/2016

Date: 5/23/2016

[illegible]